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NEW YORK, NY 10174

OFFICE OF THE
EXECUTIVE SECRETARY

March 8, 2000

VIA OVERNIGHT DELIVERY

K. David Waddell, Executive Secretary
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

**Re: Docket No. 99-00918; Petition of CTSI, Inc. for a Certificate of Convenience
and Necessary**

Dear Mr. Waddell :

Enclosed please find an original and thirteen (13) copies of the Proprietary Agreement proposed by Staff for the Tennessee Regulatory Authority. The enclosed Agreement has been executed by Mr. Mark DeFalco on behalf of CTSI, Inc. All documents and responses designated as "Confidential" in the above-reference docket will be protected under the terms of this Proprietary Agreement.

Please date-stamp the extra copy of this filing, and return it in the enclosed stamped self-addressed envelope. Should you have any questions with respect to this matter, please do not hesitate to contact me.

Sincerely,



Kathleen L. Greenan

cc: Carsie Mundy, Tennessee Regulatory Authority (w/ encl.)
Mr. Mark DeFalco, CTSI, Inc. (w/ encl.)
Russell M. Blau, Esq. (w/out encl.)

POSTED
3-10-00

BEFORE THE TENNESSEE REGULATORY AUTHORITY

Nashville, Tennessee

IN RE: DOCKET 99-00918

PROPRIETARY AGREEMENT

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OFFICE OF THE
EXECUTIVE SECRETARY

THIS AGREEMENT is entered into by and between **CTSI, Inc.** (hereinafter "CTSI") and the Tennessee Regulatory Authority Staff (hereinafter referred to as "TRA Staff") and, in their individual and collective capacities, any and all signatories to this Agreement;

WHEREAS, CTSI has been asked by the TRA Staff to provide the following information:

Supporting Cost and Revenue Information

WHEREAS, CTSI is willing to allow the TRA Staff access to the requested information claimed to be proprietary under the terms and conditions hereinafter specified and the TRA Staff is willing to accept access under such terms and conditions;

NOW, THEREFORE, the parties subscribing hereto agree as follows:

1. All access, review, use, and disclosure of any correspondence, documents, data, studies, methodologies, or other information or material claimed by CTSI to be of a trade secret, proprietary, or confidential nature shall be treated as proprietary and confidential information (hereinafter referred to as "Confidential Information").

2. That all claimed Confidential Information shall be specifically marked as proprietary or confidential.

3. That access to such Confidential Information shall be limited to the TRA Staff and the Directors of the Authority.

4. The TRA Staff, who are signatories hereto, hereby agree not to disclose publicly nor to any individual nor state agency not a signatory hereto, other than certain members of the TRA Staff and the Directors of the Authority, any of the claimed Confidential Information (including notes taken therefrom) so obtained and agree to treat such information as confidential and proprietary and to safeguard such information so as to prevent disclosure to any other person in any forum in this or any other jurisdiction. **The TRA Staff will notify CTSI of any requests from individuals or state agencies not a signatory hereto for copies of the claimed confidential information and will not release same until notified by CTSI that the appropriate agreements are in place.**

5. The TRA Staff will give CTSI at least five (5) business days' notice of its desire to use, in the course of any proceeding, any information obtained as a result of its examination of the Confidential Information, including but not limited to any proffer of evidence. If any such use is planned, the affected parties will meet for purposes of attempting, in good faith, to establish a procedure which will accommodate the needs of the TRA Staff while at the same time insuring the nondisclosure of CTSI claimed proprietary and confidential information. In the event of a failure to agree, the parties will submit the issue of appropriate protection from disclosure of proprietary and confidential information to the Tennessee Regulatory Authority (TRA) for resolution.

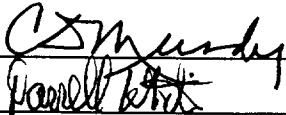
6. Nothing in this Agreement shall limit **CTSI's** right to seek greater protection for any particular claimed Confidential Information from the TRA or a Court, including the right to seek to preclude access altogether; nor shall it limit **CTSI's** right to seek to withhold any document or information on any legitimate ground, including but not limited to a claim that disclosure would be unduly burdensome or that the information is irrelevant, subject to attorney-client privilege, or constitutes attorney work product. Additionally, nothing herein shall be construed to restrict **CTSI's** right to challenge the admissibility or use in this proceeding of any claimed Confidential Information on any legitimate ground, including but not limited to competence, relevance, materiality, or privilege.

7. Nothing in this Agreement indicates that the TRA Staff agrees with **CTSI** that the Information is confidential and proprietary. The purpose of this Agreement is only to assure **CTSI** that the TRA Staff will treat the Information as confidential and proprietary unless and until the TRA or a court, if appealed, orders otherwise, or **CTSI**, through counsel, agrees otherwise.

Executed this 10TH date of MARCH, 2000.

TENNESSEE REGULATORY

AUTHORITY STAFF



CTSI, Inc.

